

125 SOUTH GADSDEN STREET, SUITE 200 . TALLAHASSEE, FLORIDA 32301 . (904) 222-5050 . FAX (904) 222-1355

September 11, 1995

Mr. Tracy Hatch, Esquire Division of Legal Services Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0863

Dear Mr. Hatch:

This letter is intended to update you since your recent conversation with our President, Lance Norris, regarding Sprint Payphone Services, Inc. ("SPS").

It has come to our attention that Sprint/United-Florida ("Sprint/United") (the local exchange telephone company) has signed an agency agreement with SPS. We understand that, pursuant to this agency agreement, Sprint/United's marketing department is now soliciting contracts outside the LATA on behalf of SPS. From what we have learned about this arrangement, it is not always clear to the prospect which company is soliciting his business and what the relationship is between Sprint/United and SPS.

We believe this marketing arrangement is both unethical and anti-competitive. The resources of the local exchange company are being used to further the ends of one "competitive" pay telephone provider to the exclusion and detriment of all other competitive pay telephone providers. In addition, it appears that SPS has access to proprietary information that Sprint/United does not normally make available to competitive pay telephone providers.

We appreciate your assistance in investigating this matter and bringing these practices to a close. Please do not hesitate to contact me if you have any questions or need any additional information on this or any other matter.

Sincerely,

Angela B. Green General Counsel

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APP-10-95 NED 15:29

P. 64

PACSIMILE TRANSMITTAL

SPRINT UNITED TELEPHONE FROM:

CENTRALIZED OPERATIONS GROUP MC-3020

P. O. BOX 490048

LEESBURG, FL 34749-0048

CONTACT: PRISCILLA COFFEY

CONTACT #: 800 347-4463 FAX #: 904 326-1703 or

800 851-2376

IF YOU EXPERIENCE DIFFICULTY WITH THE FACSTMILE MESSAGE CALL 800 347-4463.

DATE: 04/19/95

NUMBER OF PAGES INCLUDING THIS PAGE: 1

TO: Colleen Katranis

PATS VENDOR: Trinity Holding

RECEIVER'S FAX NUMBER: 813 627-9266

REG NUMBER: 813 627-9798

WE HAVE RECEIVED AN APPLICATION FOR PATS SERVICE WHERE THERE ARE EXISTING UTF PAYPHONE(S) WITH OUTSTANDING CONTRACT(S) FOR THE FOLLOWING LOCATION(S):

LOCATION NAME:

UTF PAYPHONE 4

TERMINATION FEES

Gas & Shop Food Martt

813 574-9998

\$2,800.00

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PLEASE ADVISE US OF ONE OF THE FOLLOWING:

1.	INSTALL	PATS	LTINES	WITH	UTF	PAYPHONES	REMAINING		anne a garage par pro est	
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- 2. AGREE TO PAY TERMINATION FEES (CONTACT UTF COIN CENTER @800 432-1111)
- 3. CANCEL APPLICATION

AUTHORIZED BY:

PLEASE ADVISE US OF YOUR DECISION AS SOON AS POSSIBLE, AS WE WILL HOLD THE OPDER WITHOUT PROCESSING UNTIL YOU HAVE NOTIFIED US. FEEL PREE TO CONTACT US WITH ANY QUESTIONS AT 800 347-4463. THANK YOU

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The above ANE

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receiving this

NOTICE OF CHANGE OF DWINERSHIP
I, Joseph Barber ,(title) President
of (business name) GOS A Shop Food mert #3
located at 1517 VISCAVA CARE COSAL FL.
zip (business phone number)(hereby confirm
that I occupy the foregoing premises. To the best of my
knowledge the previous occupant of these premises was:
(name) william H. Hearn
(business name) Happy Stop
(address) 1517 Visorya Pkuy Cale Coral 1-L
(previous pay station number) (813) 574-9998
On behalf of my business I also hereby confirm that I have not assumed, nor has there been any assignment of, any of the contractual rights or obligations associated with public telephone service furnished to the previous occupant of these premises. I therefore do not consider this business to be bound by any contract that may have existed between the previous occupant and (previous vender) (ATS)
The foregoing is true and correct to the best of my knowledge. (signature)
(printed) X Joseph Barbar
(title) X (lesident
$(date) \times \frac{03/30/95}{}$
Please remove your equipment on or before: 5/19/9-

March 1995

APPLICATION for		
PUBLIC ACCESS	TELEPHONE SERVICE ('P.A.T.S.)

Public Access Telep	MONE OF LANGE	
04/17/95		
<i>SPRINT/UNITED TELEPHON</i> Box 49 0048	NE-FLORIDA & SPRINT/CENTE	
Leesburg, Fl. 34749-0048 Attn: M/C 3008 COG Fax: 800 851-2378	Company Requesting Application Authorization Letter MUST Be Attached	on Trinity Holdings Utd., Inc
Florida Public Service Commis	sion Certificate Number	719
	e(a) Disconnect PATS Telephor	
Disconnect S/UTF or S/C	F Pay Telephone(s)	574-9998
Due Date Requested 5/19/5	Service Location Name 6-43	1 Sheep Front Mart 3
Service Address 1517 V	iseava Play	Case Cural FL
Interface Location Requested	existing	
(Please refer to Interface Location Pr		- 1
Customer Contact Name & Pho	one Number @ Location Soc	Berbar (413) no
Billing Name Trinity Holling	P Contact Name & Number COLY	en Katrans (813)627-9791
Address, City & Zip Code 133	sy Bullingame A.	re Port Challatte, FL 3391
Designated Long Distance Car	rier_10657	ational
1	ing changed without written authorization	on from my sompany:
Yes_V_NoAuthorized by_		1 fresident
PLEASE CHECK OPTIONAL F	Signature SEATURES DESIRED:	114.
TOUCH TONE YES	ANSWER SUPER	VISION <u>QQ</u>
900/976 BLOCKING YES	COIN LINE (2-Way	n DO
*COIN LINE (Outward) <u>NO</u> *Available for	*INCOMING BLOC Prisons, Schools & Hospitals only.	
1+ BLOCKING (IN SOME AREAS THIS MAY INCLUDE 411-LOCAL DIRECTORY ASSISTANC	E) IS NOT REQUESTED, FOR ALL IDDD TOLLS	DNAL DIRECT DIALED BLOCKING (IDDD) THE PATS VENDOR ASSUMES RESPONSIBLITY 3.)
TARIFF REQUIRED SERVICES		
"See Central Office Screening List in	PATS Vendor Packet for Availability & P	ATS Line Rates
OPERATOR SCREENING / B	ILLED NUMBER SCREENING	rvice is NOT desired where optional

*TAX EXEMPTION CERTIFICATES MUST BE ON FILE WITH S/UTF S/CF TO CLAIM EXEMPTION FOR

ANY OF THE FOLLOWING TAXES: GROSS RECEIPTS TAX / STATE SALES TAX / FEDERAL TAX / LOCAL MUNICIPAL TAX

THL

CALL PROCESSING SYSTEMS

LETTER OF AGENCY

(UNLIMITED AUTHORIZATION FOR SERVICE ORDER ISSUANCE AND RELEASE OF ACCOUNT INFORMATION) Gos &Shop Food Mart #3 has entered into an agreement with Trinity Holdings Ltd., Inc. to act as our agent in coordinating telephone service either I authorize you to make available to Trinity Holdings Ltd., Inc. any and all communications service(s) and account(s) information they request to service our account, as well as process any service orders placed by this Agent on our behalf. This authorization does not preclude our ability to act in our own behalf on service for which we maintain billing responsibility. Written notice from either party will cancel this agreement. This agreement will indemnify and hold harmless the Local Exchange Carrier for any damages, losses or billing resulting from the above said negotiations. Account Name: Customer Name: Gas 1 Shap Sug & Malt 005a1 iscava Cape Customer Address: 1517 Existing Telephone Numbers: Type of service: (Check one or more) Public (pay) Phone____ Hospital toll lines____ Hotel/Motel toll lines____ Jail toll lines____

Vendor Company:

Trinity Holdings Ltd., Inc.

Vendor Address:

23254 Burlingame Ave., Port Charlotte, FL 33960

Vendor Contact: Vendor Number:

Date

Collegn Katranis (813) 627-9798

Account Authorization Signature:

Miled President

This 03/30/94

Trinity Holdings Ltd., Inc.

23254 Burlingame Ave. • Port Charlotte, FL 33980 • (813) 627-9798

.



904/732-2200

August 29, 1995

Mr. Lance C. Norrisem FLORIDA PUBLIC TELECOMMUNICATIONS ASSOC. 125 S. Gaddsden Street, Suite 200 Tallahassee. Florida 32301

Dear Lance:

It was a pleasure speaking with you yesterday afternoon regarding Sprint Payphone Services, Inc. This letter is to update you on information I received this morning from Sprint-United Telephone Corporation.

Mr. Bob Brown, Supervisor at Sprint-United Telephone, called here and advised that Sprint-United has signed an agency agreement with Sprint Payphone Services. The marketing department of Sprint-United Telephone is solicitating and signing contracts outside their LATA on behalf of Sprint Payphone Services, pursuant to that agency agreement.

As we discussed yesterday, it is my opinion that this practice is unethical. I find it apprehensible that proprietory information and regulated resources are readily available for the solicitation of a COCOT provider. Especially when the solicitation is being done by the LEC itself, as was verified by Mr. Brown today.

I look forward to hearing from you regarding this matter. Please call me if you have any questions or require any additional information.

Sincerely,

NORTHERN FLORIDA TELEPHONE CO.

Terry W. Wisecup Branch Manager

TLW/S

cc: Lin Harvey, VP Richard Willing, Dir. of Operations

.



3114 45th Street, Suite 4, West Palm Beach, Florida 33407 • Office (407) 687-9100 • Facsimile (407) 687-8869

DATE: SEPTEMBER 7, 1995

SUBJECT: CLEWISTON ACCOUNTS/ SPRINT UNITED

AUGUST 24TH, 1995 JOE WHITEHEAD CALLED AND WANTED THE PAY PHONES REMOVED FROM TROPICAL (2) AND SHAMROCK (1) CONVENIENCE STORES. I ASKED WHAT THE REASON WAS, WE HAVE BEEN THERE SINCE 1989. HE CLAIMED WE NEVER CLEANED THE PHONES WHEN WE CAME TO COLLECT. WE NEVER GAVE HIM A SECOND PHONE WHEN HE HAD BEEN ASKING FOR A YEAR OR TWO AND THE LIGHTS DO NOT WORK. I TOLD HIM THAT WE HAVE AN AGREEMENT.

HE EXPLAINED THAT HIS COMPLAINTS HAVE NEVER BEEN WITH THE COMMISSION. HE IS SATISFIED WITH THE REVENUE HE RECEIVES. HE DOES NOT HAVE ANY SERVICE PROBLEMS. TO GET MORE TO THE POINT, HE HAS A FRIEND AT THE ROTARY CLUB WHO WORKS FOR SPRINT/UNITED AND WAS ASKING FOR THE BUSINESS. SPRINT UNITED WILL GIVE HIM A SECOND PHONE AT SHAMROCK.

A MEETING WAS SET UP FOR SEPTEMBER 7TH. THERE IS A SERIOUS BUG PROBLEM AND HIS ENTIRE PORCH AREA NEEDED CLEANING. WE CLEANED THE PHONES AND SURROUNDING AREA. WE PROMISED TO HAVE BETTER MAINTENANCE IN THE FUTURE. WE DISCUSSED MEETING ALL OF HIS NEEDS LIKE ADDING A SECOND PHONE AT SHAMROCK. SHAMROCK IS A GOOD ONE PHONE LOCATION. BUT, WE AGREED TO GIVE HIM THE SECOND PHONE AND HE RENEWED WITH US.

DAVE AND I PAID A VISIT TO QUICK STOP. THE OWNER CAME OUT AND IMMEDIATELY ASKED IF HE COULD HAVE AN ADDITIONAL PHONE. WE AGREED TO CHECK THE REVENUE ON THIS PAY PHONE TO SEE IF WE COULD GIVE HIM ANOTHER PHONE. I CALLED TOM ROSE AND HE CHECKED THE LAST COMMISSION. IT IS A GOOD ONE PHONE LOCATION. WHEN WE TOLD HIM THIS, HIS RESPONSE WAS "UNITED TELEPHONE SAID THEY COULD PUT 2 PHONES HERE." WE SAID WE WOULD LOOK INTO IT AND LET HIM KNOW. UNITED HAS PUT UP A PHONE RIGHT ACROSS THE STREET.

DAVE AND I HAD LUNCH AT SONNY'S BBQ. AS WE WERE LEAVING WE ASKED MR.BELL IF EVERYTHING WAS OK WITH HIS PAY PHONE. HE SAID HE WAS GLAD WE HAD STOPPED BY. THAT HE WAS BEING PRESSURED BY UNITED, THAT HE DOES A LOT OF BUSINESS WITH THEM. AT LEAST ONCE A MONTH UNITED BRINGS A WHOLE GROUP IN. I EXPLAINED THAT HE HAS AN AGREEMENT WITH US. HE DID NOT REMEMBER IT AND ASKED IF I WAS SURE. I SAID YES, THAT I WOULD GET HIM A COPY OF IT. MR BELL SAID THAT HE WOULD HAVE TO MAKE THE CHANGE FROM US TO UNITED.



Box 165000 Altemonic Springs, Florida 32716-5000

November 13, 1995

Ms. Elaine Langford Agent Alliance Corporation 300 West 27th Street Orlando: Florida 32806

Dear Ms Langford:

I received twenty four requests to provide information to you. I would like to inform you that our departments' company policy is as follows:

We will respond within thirty days of receiving your request for information. This does not include mail delivery time.

I mention this because I roticed the oldest inquiry in these two packages was dated June 20, 1995. In order for me to respond within our company policy and maybe even expedite your requests I ask you to forward your inquires to re as you receive them. This will help me to respond to smaller packages in a more timely manner. In addition, I can only respond to your requests that include LOA's that are signed and dated by the correct/responsible party.

Payphone revenue informat on is considered company propriety information. To obtain revenue information you must contact each of your customers to review heir files.

If any of the locations are new owners and the signatures do not match our files, no information will be provided until I receive a letter from the customer stating they are the new owner, who they purchased the business from, effective date of purchase, and a copy of business license or other proof of new ownership

In addition, I have been asked by LaVelle Rixie to request you to send all future inquires directly to my attention

Sincerely,

Michael R. Kelley

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Project Administrator - ublic Telephone

Attachments: Original inquiries received Inquire responses

Copies of adreements

MODERNA DOC

Consumer Request or Complaint

I am writing to ask the Florida Public Service Commission to address a problem or request information

Florida Public Service Commission Consumer Affairs 101 East Gaines Street Tallahassee Florida 32399

Dear PSC

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Should you need further information, I can be reached at the address above.

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941-277-0924



UNITED TELEPHONE COMPANY OF FLORIDA F60-432-111' Exclusive Psy Telephone Service and Lease Agreement 966'A

AGREEMENT ma	de this Dick AND LILL Ir	9th day of	August	. 19 95
by and between	Dick AND LILL Ir	sh's Nebothand	Market	(hereinafter
called Lessor) an	d United Telephone Com	pany of Florida (here	inafter called Lessee).	

WHEREAS, the Lessor and Lessee herein desire to enter into an agreement for exclusive pay telephone service.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. EXCLUSIVE PAY TELEPHONE SERVICE AND LEASE. Lessor hereby grants unto Lessoe the exclusive right to install and operate all pay telephones at the Lessor's place of business located at Service Address:

2/13 Broad Point Dr. Port Charlette FL, 33983

Pay Telephone Number(s): 94/) 743-984 / 743-9963

and in furtherance of such right, does hereby lease space at the location(s) for the installation of pay telephones.

Additional paystations, if any, are listed on the attached Exhibit A.

2. PAYMENT. In consideration of Lesson's granting of the exclusive right to provide pay telephone service and leasing of said location.

Lessee shall pay monthly, to the Lessor _______% of the total local and intralata (carried and billed by Sprint/United) toll revenues originated from the pay telephones installed on Lessor's premises.

In the event the total local and intraleta (carried and billed by Sprint/United) toll gross receipts of each pay telephone do not exceed \$100.00 per month, Leasee maintains the right to remove the pay telephone equipment and render this Agreement null and void.

- 3. TERM. This Agreement is for an initial term of 36 months from the date and year first above written and shall hereafter be automatically continued for successive months of the same duration; until, and or, unless the Lessor notifies the Lessoe in writing in advance thirty (30) days prior to the end of the initial or subsequent term.
- 4. LESSOR'S REPRESENTATIONS. Lessor hereby agrees as follows:
 - During the duration of this Agreement, Lessor shall not grant the right to install and operate pay telephone service on the premises described herein to any other entity or individual.
 - b. Lessor shall reasonably notify Lessee of any malfunction or loss of pay telephone service and shall allow Lessee access to Lessor's place of business during normal business hours for pay telephone repair, maintenance and collections.
 - c. Lessor shall exercise reasonable diligence in preventing damage or destruction to the pay telephones installed per this Agreement, but shall not be liable or responsible for such loss or destruction unless intentionally done by Lessor, its agents or employees.
 - d. Lessee may connect electrical lines for booth or sign lighting to an appropriate connection point on the premises as approved by Lessor. Lessor agrees to supply the electrical power on a 24-hour basis for booth and sign lighting after the payphones are placed in service.
 - e. The person signing as Lessor represents and warrants to be the Lessor or representative of the Lessor who has the authority to execute this Agreement and that the Lessor has not entered into any other pay telephone agreement for concurrent public telephone service at the location(s), and that Lessor owns, leases or otherwise controls the location(s) with full authority to agree to the provisions of public telephone service as set out in this Agreement.

- 5. LESSEE'S REPRESENTATIONS. Lessee hereby agrees that Lessee shall be eclely limble and responsible for the costs and expenses of installation, repair, maintenance and rental of telephone lines and of the pay telephones installed pursuant to this Agreement.
- 6. TERMINATION. In the event that this Agreement, except as provided in paragraph 2 above, is terminated for any public telephone by the Lessor, the Lessor, or its successors or assigns, agrees to pay Lessee, termination charges for each public telephone equal to \$100.00 for each remaining month of service on the Contract. Upon Termination of this Agreement, Lesser shall allow Lessee access to its place of business for the purpose of removing said pay telephones and related equipment. In the event of removal of a pay telephone under Paragraph 2 above, notice will be provided by the Lessee to the Lessor in writing thirty (30) days prior to the removal date.
- 7. LESSEE'S PROPERTY. The pay telephones installed pursuant to this Agreement shall at all times remain the sole and exclusive property of the Lessee and nothing contained herein shall be construed as granting Lessor any right or interest in said pay telephones. If necessary, Lessor shall assist and cooperate with Lessee in the execution of any documents required to demonstrate Lessee's sole and undivided ownership of the pay telephones.
- 8. NOTICES. Whenever written notice is required under this Agreement, it shall be sent to the parties at the following addresses:
 - a. If to Lessor: Dick & Lill I risk's Nationhood Market

 31/3 Breadpoint Dr.

 Port Charlette FL, 33983
 - b. If to Lessee: United Telephone Company of Florida
 Public Telephone Center/MC 4045
 P.O. Box 165000
 Altamonte Springs, FL 32716-5000
- 9. OBLIGATIONS AND RIGHTS. The obligation and rights under this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, the date and year first above written.

LESSOR:	LESSEE:
Dick & Lill Trisk's Neborhood Market	United Telephone Company of Florida
X By: Richard P. Drich	By: Brinkbeell
Printed Name: Richard P. Irish	Printed Name: Brian Hassell
Title: Owner	Title: Aret. Mar.
CBA: 441) 627-6515	CBR: 941)637-5135
Witness: "Lillian A. Dril	Witness: A Place K. Shell
·	

ADDENDUM

EXCLUSIVE PAY TELEPHONE SERVICE AND LEASE AGREEMENT

· · · · · · · · · · · · · · · · · · ·		
In consideration of Lessor's granting Les and interlata calls, Lessee shall pay month revenues.		
The term of this addendum shall run cond Exclusive Pay Telephone Service and Le	current with the term a ase Agreement dated	greed upon on the Agust 9th 1995
The parties hereto have executed this Ad August 1995.	idendum the <u>914</u> d	sy of
Lessee:	Lessor:	
Sprint/United - Centel Telephone	Oick & Lill	Irish's Ne borked Mark
Ву:	By:	
Brunkassell	X Richa	1 P. Jain
Date: 8-9-95	Date: 8-9-	<u>45</u>

D02

13:49



718 S. Northlake Blvd. Suite 1020 Altamonte Springs, Fl. 32701 Telephone: (800) 934-7774 Fax: (407) 332-0146

Account #	. 	
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Exclusive Pay Telephone Placement and Service Adreement

This Pay Telephone Placement and Service Agreement is made between Sprint Pay Phone Services, Inc. (Service Provider) and City of Winter Garde Name), at location address: 25/ W Plent street Winter on this ANY day of SEPT. Zip 34787 , 19<u>95</u> . Whereas, Sprint Pay Phone Services, Inc. will provide Exclusive Pay Telephone Service at the Business Owner's existing location(s), and future location(s) upon approval by both parties.

Now Therefore, This Agreement is as Follows:

Sprint Pay Phone Services, Inc. (SPSI) will install and provide maintenance and repair service on the pay telephone(s) at locations described above. And upon approval by both parties, additional pay telephones may be installed at the same location and at other locations controlled by the Business Owner under the terms and conditions of this agreement. The effective commencement date for the pay telephone(s) added to this agreement is the actual date the pay telephone(s) are installed, and the effective termination date for any pay telephones added is the original date of this Service Agreement.

Commission Payment:

12% percent of the total monthly The Business Owner Approves the commission rate of revenue received by Sprint Pay Phone Services, inc. for all pay telephones included as a part in this Service Agreement. SPSI will remit to the Business Owner monthly commissions for the previous month's revenue generated by each pay telephone in service on the Business Owner's property, and a part of this agreement, for that period. The Business Owner is responsible for paying all applicable local, state, and federal taxes on the commissions paid by SPSI.

Terms of This Agreement:

This agreement shall commence on SEPTU, 1995, and shall terminate at the end of a 36 month period after the commencement date. This agreement may not be terminated at any time during this period unless, in SPSI's opinion, 1) the cost of providing pay telephone service exceeds the revenue received by SPSI; 2) SPSI experiences excessive vandalism on its equipment at a specific location; or 3) both parties mutually agree, in writing to discontinue this service agreement.

Business Owner's Representations:

The Business Owner agrees to the following:

- a. Business Owner shall not grant the right to install and operate pay telephone service on the premises described in this agreement to any other party or entity during the terms of this agreement.
- b. Business Owner shall reasonably notify SPSI of any pay telephone malfunction(s) or any temporary service interruptions on the pay telephone described in this Service Agreement.
- c. Business Owner shall allow SPSI access onto the place(s) of business during normal business hours to perform pay telephone maintenance, repair and collection functions as required from time to time.
- d. Business Owner shall exercise reasonable diligence in preventing damage or destruction to pay telephone equipment installed under this agreement, but shall not be liable or responsible for such loss or destruction unless intentionally damaged by the Business Owner, its agents or employees.

Sprint Pay Phone Services, Inc. Representations:

- a. SPSI shall be solely responsible for the cost of the pay telephone access lines, equipment, installation, maintenance, repair and collection of the pay telephones installed under the terms of this agreement.
- b. SPSI may relocate, upon mutual approval, or remove pay telephones which, in SPSI opinion, do not generate revenue above the monthly break-even amount required or those pay telephones that experience excessive levels of vandalism or toll fraud.

Termination:

This Agreement may not be terminated by either party prior to the end of the term unless 1) some condition of this agreement is intentionally violated by either party, or 2) market and/or regulatory conditions change substantially to negatively impact this agreement.

This agreement will continue on a month to month basis after the term expires, and SPSI will pay the Business Owner at the established commission rate for up to six months. At the end of the six month period after this service agreement expires, commission payments may be withheld until this service agreement is renewed for an additional term. Any decision by SPSI to pay retroactive commissions, after the six month grace period, will be paid at the established percentage rate of the original service agreement. SPSI may elect not to renew this service agreement at the end of the initial term.

Business Owner's Approval:	lho Hollen
Title: City Manager	Federal ID No.: 59-6000 452
Contact Phone No.: (407) 656-4111	x224Date 9-18-95
Sprint Pay Rhone Services, Inc.	
Title: Input Marager	
()	nge 2 of 3



718 S. Northlake Blvd. Suite 1020 Altamonte Springs, Fl. 32701 Telephone: (800) 934-7774 Pax: (407) 332-0146

Account #	
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Exclusive Pay Telephone Placement and Service Agreement

This Pay Telephone Placement and Service Agreement is made between Sprint Pay Phone Services, Inc. (Service Provider) and (Business Name), at location address:

Zip 33978 on this day of Mereas, Sprint Pay Phone Services, Inc. will provide Exclusive Pay Telephone Service at the Business Owner's existing location(s), and future location(s) upon approval by both parties.

Now Therefore, This Agreement is as Follows:

Sprint Pay Phone Services, Inc. (SPSI) will install and provide maintenance and repair service on the pay telephone(s) at locations described above. And upon approval by both parties, additional pay telephones may be installed at the same location and at other locations controlled by the Business Owner under the terms and conditions of this agreement. The effective commencement date for the pay telephone(s) added to this agreement is the actual date the pay telephone(s) are installed, and the effective termination date for any pay telephones added is the original date of this Service Agreement.

Commission Payment:

The Business Owner Approves the commission rate of ________ percent of the total menthly revenue received by Sprint Pay Phone Services, Inc. for all pay telephones included as a part in this Service Agreement. SPSI will remit to the Business Owner monthly commissions for the previous month's revenue generated by each pay telephone in service on the Business Owner's property, and a part of this agreement, for that period. The Business Owner is responsible for paying all applicable local, state, and federal taxes on the commissions paid by SPSI.

Terms of This Agreement:

This agreement shall commence on ________, 1925, and shall terminate at the end of a _______ month period after the commencement date. This agreement may not be terminated at any time during this period unless, in SPSI's opinion, 1) the cost of providing pay telephone service exceeds the revenue received by SPSI; 2) SPSI experiences excessive vandalism on its equipment at a specific location; or 3) both parties mutually agree, in writing to discontinue this service agreement.

Business Owner's Representations:

The Business Owner agrees to the following:

- a. Business Owner shall not grant the right to install and operate pay telephone service on the premises described in this agreement to any other party or entity during the terms of this agreement.
- b. Business Owner shall reasonably notify SPSI of any pay telephone maifunction(s) or any temporary service interruptions on the pay telephone described in this Service Agreement.
- c. Business Owner shall allow SPSI access onto the place(s) of business during normal bipliness hours to perform pay telephone maintenance, repair and collection functions as required frainitime to time.
- d. Business Owner shall exercise reasonable diligence in preventing damage or destruction to pay telephone equipment installed under this agreement, but shall not be liable or responsible for such loss or destruction unless intentionally damaged by the Business Owner, its agents or employees.

Sprint Pay Phone Services, Inc. Representations:

- a. SPSI shall be solely responsible for the cost of the pay telephone access lines, equipment, installation, maintenance, repair and collection of the pay telephones installed under the terms of this agreement.
- b. SPSI may relocate, upon mutual approval, or remove pay telephones which, in SPSI opinion, do not generate revenue above the monthly break-even amount required or those pay telephones that experience excessive levels of vandalism or toll fraud.

Termination:

This Agreement may not be terminated by either party prior to the end of the term unless 1) some condition of this agreement is intentionally violated by either party, or 2) market and/or regulatory conditions change substantially to negatively impact this agreement.

This agreement will continue on a month to month basis after the term expires, and SPSI will pay the Business Owner at the established commission rate for up to six months. At the end of the six month period after this service agreement expires, commission payments may be withheld until this service agreement is renewed for an additional term. Any decision by SPSI to pay retroactive commissions, after the six month grace period, will be paid at the established percentage fate of the original service agreement at the end of the initial term.

Business Owner's Approval	
Title: G.M	Federal (D No.: 65-0599736
Contact Phone No.: (941) 444-5355	Date: 10-6-95
Sprint Pay Phone Services, Inc.:	kento
Sprint Pay Phone Services, Inc.: Jacket 16 Title: My SIST Hat	Date: 10-6-95

433-9728

SPRINT/UNITED-CENTEL BOX 165000 ALTAMONTE SPRINGS, FL. 32716-5000

LETTER OF AGENCY

TO WHOM THIS MAY CONCERN,

We hereby grant Sprint/United-Centel, its contractors, agents, and employees the restricted right to install, operate and maintain pay telephones at our location(s). As consideration, S/UTF-S/CF will be liable for all pay telephone equipment and operating charges as long as this agreement remains in effect.

This agency agreement also permits that requested revenue information for specific pay telephones identified below, be sent to the offices of Sprint/United Telephone-Florida, at Box 165000, Altamonte Springs, Fl.32716-5000. We may be contacted at 1-800 432-1111.

NAME & TITLE (PRINT	11: KexIN WIA	ra - Gen	Mr.
COMPANY NAME:	mes Village	Phone#: 94/	146-8355
ADDRESS: /2901-1/	no Hugger Blu	d. Ft. My	15 FZ 33908
AUTHORIZED BY			
PROPERTY LOCATION:	1290 1-11106 mg	~ Bhs, Ft	Myes
CURRENT PAYPHONE N	_		

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Commissioners:
SUSAN F. CLARK, CHAIRMAN
J. TERRY DEASON
JULIA L. JOHNSON
DIANE K. KIESLING
JOE GARCIA



DIVISION OF COMMUNICATIONS WALTER D'HAESELEER DIRECTOR (904) 413-6600

Rick

Public Service Commission

December 5, 1995

Mr. F. B. (Ben) Poag Sprint/United Telephone Company of Florida Post Office Box 165000 (Mail Code #5326) Altamonte Springs, FL 32716-5000

Dear Mr. Poag:

Re: Agency agreement with Sprint Payphone Services (SPS) Company.

It has recently come to our attention that Sprint/United Telephone Company of Florida (Sprint/United) has entered into an agency agreement with Sprint Payphone Services Company, a pay telephone provider. The Florida Public Telecommunications Association has questioned whether this type of arrangement may be anti-competitive. Therefore, please provide the following information by January 5, 1996.

- 1. Does Sprint/United Telephone Company of Florida have a contractual relationship with Sprint Payphone Services Company?
 - 1a. If yes, when was this contract executed?
 - 1b. Provide a copy of the contract.
- 2. What is the relationship between Sprint/United and Sprint Payphone Services Company?
 - 2a. Does Sprint/United have a similar relationship with any other competitive pay telephone provider? If yes, please explain.

Mr. F. B. (Ben) Poag Page 2 December 5, 1995

- 3. Does Sprint/United make data on LEC and non-LEC pay telephone revenues available to SPS?
 - 3a. If yes, is SPS charged for this data?
- 4. Does Sprint/United make data on LEC and non-LEC pay telephone locations available to SPS?
 - 3a. If yes, is SPS charged for this data?
- 5. Is the data referred to in 3 and 4 used to market the services of SPS to potential customers (location owners)?
 - 5a. If yes, explain why such an arrangement should not be considered unfair to other competitive pay telephone providers.
- 6. Is the data referred to in questions 3 and 4 made available to other competitive pay telephone providers?
 - 6a. If yes, explain under what conditions.
 - 6b. If no, explain why not.

Mr. F. B. (Ben) Poag Page 2 December 5, 1995

- 7. Do employees of Sprint/United make sales calls or perform other duties on behalf of SPS?
 - 7a. If yes, explain how the employees' salaries are allocated while they market SPS services or perform other duties related to SPS.
 - 7b. If yes, what percentage of these employees' time is spent performing duties related to SPS services?
 - 7c. If yes, how do Sprint/United employees make it clear to the prospective customer which company is soliciting his business and what the relationship between Sprint/United and SPS is?

If you have any questions regarding this data request, please contact Ms. Kathy Lewis at (904)413-6594.

Walter D'Haeseleer

Director

Sincerely

WDH:kdl

cc: Office of Public Counsel

Ms. Angela B. Green, FPTA

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